

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)

CenturyLink, Inc. nka Lumen Technologies, Inc.)

)
)
) File No.: EB-SED-21-00032071
) CD Acct. No.: 202232100015
) FRN: 0018626853

ORDER

Adopted: December 17, 2021

Released: December 17, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether CenturyLink, Inc. (CenturyLink), now known as Lumen Technologies, Inc., failed to deliver 911 calls and failed to timely notify Public Safety Answering Points (PSAPs) during a 911 outage on September 28, 2020. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times and timely notify PSAPs of relevant 911 outages. To settle this matter, CenturyLink will implement a compliance plan and pay a \$3,800,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding CenturyLink’s compliance with the Commission’s 911 rules, including sections 4.9 and 9.4 of the Commission’s rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of CenturyLink’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act³ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁴ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

¹ 47 CFR §§ 4.9, 9.4.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent via email to Jeanne W. Stockman, Associate General Counsel, Lumen Technologies, Inc.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

Before the
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Washington, D.C. 20554

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CenturyLink, Inc. nka Lumen Technologies, Inc.) File No.: EB-SED-21-00032071
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and CenturyLink, Inc., which was renamed to Lumen Technologies, Inc., and any successor-in-interest thereto (CenturyLink or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether the Company violated sections 4.9 and 9.4 of the Commission’s rules in connection with the failure to transmit 911 calls on its next generation 911 (NG911) platform and make required Public Safety Answering Point (PSAP) notifications during the NG911 network outage experienced by the Company on September 28, 2020 (911 Outage). To resolve this matter, the Company agrees to the terms and conditions below, including to implement a compliance plan and pay a \$3,800,000 settlement amount.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means sections 4.9 and 9.4 of the Rules¹ and other Communications Laws governing provision of NG911 services.
(b) “Act” means the Communications Act of 1934, as amended.²
(c) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202232100015, associated with payment obligations described in paragraph 22 of this Consent Decree.
(f) CenturyLink or Company means CenturyLink, Inc. now known as Lumen Technologies, Inc., and its subsidiaries and affiliates insofar as they are telecommunications carriers engaged in the transmission of 911 calls over a NG911 network, and their predecessors-in-interest, successors-in-interest, and assigns.³
(g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

¹ 47 CFR §§ 4.9, 9.4.

² 47 U.S.C. § 151 et seq.

³ The activities described in the Background section below were carried out by certain of the Company’s subsidiaries. CenturyLink, Inc., now Lumen, is a holding company with ownership interests in these subsidiaries, but does not itself carry out these activities. The parties agree to bring CenturyLink, Inc. and all of the related subsidiaries and other affiliates insofar as they are telecommunications carriers engaged in the transmission of 911 calls over a NG911 network within the scope of this Consent Decree, while incorporating and maintaining these distinctions in the definition of “CenturyLink.” See Declaration of Martin Valence, VP NOC, Lumen Technologies, Inc. (filed Dec. 14, 2021) (on file in EB-SED-21-00032071).

- (h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Company is subject by virtue of its business activities, including but not limited to the 911 Rules.
- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
- (j) “Covered Employees” means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of, duties that relate to the Company’s responsibilities under the 911 Rules.
- (k) “Effective Date” means the date by which both the Bureau and the Company have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-21-00032071 regarding whether the Company violated the 911 Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by the Company to implement the Compliance Plan.
- (n) “Parties” means CenturyLink and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 9.4 of the Commission’s rules states, “All telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority . . .”⁴ Section 4.9(h) of the Commission’s rules requires “covered 911 providers,” in the event of an outage that “potentially affects a 911 special facility,” to notify the designated official at the affected PSAP of the outage “as soon as possible but no later than thirty minutes after discovering the outage” and “convey to that person all available information that may be useful in mitigating the effects of the outage . . .”⁵

4. At the time of the 911 Outage, CenturyLink was a covered 911 service provider in many of the areas affected by the 911 outage and was thus responsible for ensuring that 911 calls were properly routed and delivered from its selective routers to the appropriate PSAPs.⁶ CenturyLink had hired a vendor, Intrado Life & Safety, Inc. (Intrado) to provide critical NG911 routing services necessary to carry out CenturyLink’s 911 call transmission responsibilities, including call routing, and deliver of Automatic Location Information (ALI), and Automatic Numbering Identification (ANI) in seven states.⁷

5. The 911 Outage began on September 28, 2020, after Intrado introduced two new Global Traffic Managers (GTMs) into its NG911 facilities.⁸ GTMs perform traffic management and were

⁴ 47 CFR § 9.4.

⁵ § 4.9(h). A “covered 911 service provider” is defined as including “[a]ny entity that [p]rovides 911, E911, or NG911 capabilities such as call routing, automatic location information (ALI), automatic number information (ANI), or the functional equivalent of those capabilities, directly to a public safety answering point . . .”

⁶ Response to Letter of Inquiry, from Jeanne W. Stockman, Associate General Counsel, Lumen Technologies, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission, and supporting documents, at 4, Response to Question 9 (April 26, 2021) (on file in EB-SED-21-00032071) (April LOI Response)

⁷ Response to Letter of Inquiry, from Jeanne W. Stockman, Associate General Counsel, Lumen Technologies, Inc., to Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, and supporting documents, at 1, Response to Question 20 (May 7, 2021) (on file in EB-SED-21-00032071) (May LOI Response).

⁸ Response to Letter of Inquiry, from Jeanne W. Stockman, Associate General Counsel, Lumen Technologies, Inc., to Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, and supporting documents, at 2, (May 26, 2021) (on file in EB-SED-21-00032071) (Second May LOI Response).

essential to the transmission of CenturyLink's 911 calls.⁹ Intrado experienced a configuration error¹⁰ that placed these new GTMs into its existing, operational environment with a "blank" configuration – they contained no routing data.¹¹ CenturyLink understands Intrado expected that the other, active GTMs in its network would become aware of these new devices, but that the new GTM devices would not activate or carry live traffic during this preparatory implementation stage.¹² However, during this preparatory stage, as soon as Intrado placed the new GTMs in its network, without prompting the devices automatically synchronized with the active GTMs in production in Intrado's network, overwriting the configurations in the active GTMs with "blank" configurations thereby eliminating their ability to properly route 911 calls. About an hour later calls to 911 began to fail.¹³

6. CenturyLink understands that prior to this event, Intrado had lab-tested the new GTMs.¹⁴ However, CenturyLink also understands that in the lab Intrado tested the devices with an active configuration that mirrored the production devices¹⁵ (i.e., had routing data installed rather than a blank configuration). CenturyLink understands that although the automatic synchronization also occurred during lab testing, it had no impact on the routing of the test calls at that time because the configuration matched that of the existing, operational test GTMs.¹⁶ CenturyLink further understands that the Intrado engineers testing the device were thus not aware the new equipment would override the configurations of the equipment already in place.¹⁷

7. Because of its use of this Intrado NG911 equipment, CenturyLink experienced a one hour and 17 minute outage of the NG911 services it provided as a covered 911 service provider to certain PSAPs in Arizona, Colorado, Minnesota, North Carolina, North Dakota, South Dakota, and Utah.¹⁸ This led to the failure of thousands of 911 calls that it was responsible for transmitting.¹⁹ CenturyLink acknowledges that it is responsible for complying with applicable Commission rules regardless of any alleged failures by its subcontractors.²⁰

8. Through its network alarming, CenturyLink became aware early in the outage that many PSAPs were being impacted by the 911 Outage.²¹ Based on this information, CenturyLink was able to timely notify some potentially affected PSAPs during the 911 Outage.²² However, due to problems related to its PSAP notification system and CenturyLink's lack of complete information from its vendor

⁹ Second May LOI Response at 13, Response to Question 22.b.

¹⁰ Second May LOI Response at 13, Response to Question 22.b.

¹¹ Second May LOI Response at 15, Response to Question 22.h.

¹² Second May LOI Response at 20, Response to Question 24.b.

¹³ Second May LOI Response at 15, Response to Question 22.h.

¹⁴ Second May LOI Response at 14, Response to Question 22.e.

¹⁵ Second May LOI Response at 22, Response to Question 26.c.

¹⁶ Second May LOI Response at 14, Response to Question 22.e.

¹⁷ Second May LOI Response at 14, Response to Question 22.e.

¹⁸ April LOI Response at 3, Response to Question 7 and at 4, Response to Question 11.

¹⁹ Second May LOI Response at 6, Response to Question 16.

²⁰ See 47 U.S.C. § 217 (carrier liable for act or omission of agent or employee acting within scope of employment); see also *Long Distance Consolidated Billing Company*, Forfeiture Order, 34 FCC Rcd 1871, 1874 at para. 10 (2019) ("The Commission has repeatedly held that carriers are responsible for the conduct of third parties acting on the carrier's behalf, including . . . independent contractors.") (internal citations omitted); *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64 at para. 7 (2002); *Triad Broadcasting Company, Inc.*, Memorandum Opinion and Order, 96 FCC 2d 1235, 1244 at para. 21 (1984).

²¹ Second May LOI Response at 3 ("Summary of September 28, 2020 Event"), 10, Response to Question 21.b.

²² Second May LOI Response at 10, Response to Question 21.b., 17, Response to Question 23.b.

about the scope of the event, CenturyLink either failed to timely notify other potentially affected PSAPs or, in some cases, submitted notifications with incomplete information.²³

9. On March 26, 2021, the Enforcement Bureau issued a Letter of Inquiry (LOI) to the Company directing it to submit a sworn written response to a series of questions relating to the Outage.²⁴ The Company timely responded to the LOI.²⁵

10. The Company and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

11. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

12. **Jurisdiction.** The Company agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

13. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

14. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Company agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²⁶

15. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 4-8 contains a true and accurate description of the facts underlying the Investigation.

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Company shall designate a senior corporate manager or above with requisite corporate, budget and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below himself/herself, or through appropriate delegation of such duties to senior personnel responsible for the Company's 911 operations. The person designated as the Compliance Officer shall be responsible for overseeing the development, implementation, and administration of the Compliance Plan and ensuring that the Company complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the 911 Rules prior to assuming his/her duties.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall, within the dates set out below, develop or update and implement a Compliance Plan

²³ Second May LOI Response at 17-19, Response to Question 23.b., 24, Response to Question 32.f.

²⁴ Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Jeanne W. Stockman, Associate General Counsel, Lumen Technologies, Inc. (March 26, 2021) (on file in EB-SED-21-00032071).

²⁵ See *infra* n. 6-868.

²⁶ See 47 CFR § 1.93(b).

designed to ensure ongoing compliance with the 911 Rules and with the terms and conditions of this Consent Decree. To that end, the Company will implement the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, the Company shall review and update as needed its Operating Procedures that all Covered Employees must follow to help ensure that the Company complies with the 911 Rules. The Company's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 17(b) are met. The Company shall review and update as needed its Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Rules.
- (b) **Compliance Processes.** The Company shall continue to develop and implement processes in the evolving NG911 environment to (1) *Identify* risks that could result in disruptions to 911 service; (2) *Protect* against such risks; (3) *Detect* 911 outages when they occur; (4) *Respond* to such outages with remedial actions; and (5) *Recover* from such outages as soon as practicable. In this regard, the Company shall:
 - i. With respect to any entities with which the Company subcontracts for the performance of NG911 ESINet capabilities and services, including ALI and ANI, review, update as needed, within ninety (90) days of the Effective Date, and implement no later than one hundred and twenty (120) days after the Effective Date, a plan that outlines clear operational roles and responsibilities in order to further improve situational awareness, facilitate information sharing, and enable the Company to better exercise oversight over those subcontractors. The plan shall include, but not be limited to, an annual review between the Company and its ESINet subcontractors, including ALI and ANI, of the services provided by, technologies used by, and contractual provisions associated with, all entities with which the Company subcontracts for the performance of NG911 ESINet capabilities and services, including ALI and ANI.
 - ii. Develop within ninety (90) days of the Effective Date, and implement no later than one hundred and twenty (120) days after the Effective Date, a plan to review and revise as needed its existing processes for receiving, gathering, analyzing, and reporting information about NG911 outages on ESINet subcontractor, including ALI and ANI, networks to ensure that such processes (1) collect information known to such subcontractors about the impact of an NG911 outage on any PSAPs and (2) enable the Company to notify contact personnel designated by any affected PSAP to mitigate the effects of the outage.
 - iii. Assess its existing PSAP notification system within ninety (90) days of the Effective Date, and implement no later than one hundred and twenty (120) days from the Effective Date, a plan for a PSAP notification system updates sufficient to timely notify affected PSAPs of NG911 outages, taking into consideration appropriate integration of alarming systems, localized NG911 outages, and NG911 outages that are multi-state or nationwide in scope.
- (c) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall review, update as needed, and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the 911 Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the 911 Rules. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** The Company shall review and update as needed its 911 Rules and Operating Procedures Compliance Training Program. As part of the

Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the 911 Rules under paragraph 18 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. The Company shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

18. **Reporting Noncompliance.** The Company shall report any material noncompliance with the 911 Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov.

19. **Compliance Reports.** The Company shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer has personal knowledge that the Company: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of material noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 18 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²⁷
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of material noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov.

²⁷ 47 CFR § 1.16.

20. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

21. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act²⁸ against the Company or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Company with the Communications Laws.

22. **Settlement Amount.** The Company will pay a settlement amount to the United States Treasury in the amount of three million eight hundred thousand dollars (\$3,800,000) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the settlement amount shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the settlement amount must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer using the Commission's Registration System (the Commission's FRN Management and Financial system).³⁰ The Commission no longer accepts settlement amount payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:³¹

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated.³² Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).³³ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99 limit on credit card transactions.

²⁸ 47 U.S.C. § 208.

²⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

³⁰ Payments made using CORES do not require the submission of an FCC Form 159.

³¹ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

³² FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

³³ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by ACH must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/core/paymentFrnLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

23. **Event of Default.** The Company agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the settlement amount on or before the due date specified in this Consent Decree.

24. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the settlement amount shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the settlement amount, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Company.

25. **Waivers.** As of the Effective Date, the Company waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. The Company shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁴ relating to the matters addressed in this Consent Decree.

26. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

27. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

28. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Company does not expressly consent) that provision will be superseded by such Rule or order.

29. **Successors and Assigns.** The Company agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees. Notwithstanding the foregoing, this Consent Decree shall not be binding upon Connect Holding, LLC or any of the entities it has agreed to acquire from the Company following consummation of such transaction (WC Docket No. 21-350).

³⁴ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

However, the consummation of the transaction will not change obligations under this Consent Decree as all such obligations will remain with the Company.

30. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

31. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

32. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

33. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

34. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Martin Valence
VP NOC
Lumen Technologies, Inc.

Date